

PUBLIC ADVISORY REGARDING COVID-19 AND PUBLIC PARTICIPATION

Pursuant to AB361, California Gov. Code Section 54953, Executive Order No. N-1-22 affixed by Governor Newsom on January 5, 2022 and the County of Santa Cruz Health Services Agency 'HEALTH OFFICER RECOMMENDATION FOR SOCIAL DISTANCING (CONTINUED REMOTE MEETINGS FOR LEGISLATIVE BODIES)' dated September 30, 2021 the regular meeting of the:

Library Joint Powers Authority (LJPA)

On Thursday, April 7, 2022 at 9:00 AM

**will be held in person at the below location as well as
via Zoom teleconference**

Board Members and Library Staff Members may be participating remotely via videoconference as well as in person.

For those wishing to participate in person, the meeting will be held at the
Felton Branch Library
6121 Gushee Street, Felton CA 95018

Masks are required for in-person attendance, regardless of vaccine status.

Public Viewing:

The meeting will be broadcast through the Santa Cruz Libraries YouTube channel <https://www.youtube.com/user/SantaCruzPL> which you can access through the Santa Cruz Libraries website by scrolling to the bottom of the page and clicking on the YouTube icon.

Public Participation via Zoom:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84412792647>

Or Telephone:

Dial (for higher quality, dial a number based on your current location):
833 548 0282 (Toll Free) or 877 853 5247 (Toll Free)
888 788 0099 (Toll Free) or 833 548 0276 (Toll Free)

Slowly enter the **Webinar ID: 844 1279 2647**

The meetings will be recorded and posted for viewing after the meetings on the Santa Cruz Public Libraries website <http://www.santacruzpl.org/>

Public comment: There are three ways to comment during this meeting. All comments must be received prior to the close of public comment on that agenda item:

1. How to comment on agenda items via email before the meeting begins:

Members of the public may provide public comment by sending an email to the Library Board Clerk at clerk@santacruzpl.org

- Identify the agenda item number in the subject line of the email
- Emailed comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time
- Each emailed comment will be read aloud for up to three minutes
- Emails received after the meeting begins will not be included in the record

2. How to comment on agenda items during the meeting and prior to the close of public comment on an item, using the Zoom Q&A feature:

- Type your comment using the “Q&A” feature found on the Zoom control bar
- Identify the agenda item first, then type your comment
- Your comment will be read aloud

3. How to comment aloud on agenda items, during the meeting and prior to the close of public comment on an item, via the Zoom “raise hand” feature:

If you are accessing the meeting using the Zoom app and using computer audio:

- During the comment period for that agenda item, use the “raise hand” icon found on the Zoom control bar
- The moderator will announce your name or the last 3 digits of your phone number when it is your turn to speak
- Unmute yourself using the microphone icon
- Identify the agenda item
- Introduce yourself using your first and last name
- You will have three minutes of speaking time

If you are accessing the meeting using telephone audio:

- During the comment period for that agenda item, press *9 to raise your hand
- The moderator will announce the last 3 digits of your phone number when it is your turn to speak
- Unmute yourself using *6 – to toggle the mute/unmute feature
- Identify the agenda item
- Introduce yourself using your first and last name
- You will have three minutes of speaking time

Chair Mali LaGoe
Vice Chair Carlos Palacios
Board Member Jamie Goldstein
Board Member Matt Huffaker



**SANTA CRUZ CITY/COUNTY LIBRARIES
JOINT POWERS AUTHORITY BOARD
REGULAR MEETING**

**[IMMEDIATELY FOLLOWING THE SANTA CRUZ LIBRARIES
FACILITIES FINANCING AUTHORITY (LFFA)]**

**HYBRID MEETING AT THE FELTON BRANCH LIBRARY
6121 GUSHEE STREET, FELTON, CA 95018**

THURSDAY APRIL 7, 2022

9:00 A.M.

1. CALL TO ORDER / ROLL CALL

Board Members Jamie Goldstein, Matt Huffaker, Carlos Palacios, and Chair Mali LaGoe

2. ADDITIONAL MATERIALS

Additional information submitted after distribution of the agenda packet.

3. ADDITIONS AND DELETIONS TO AGENDA

4. ORAL COMMUNICATION

Any member of the audience may address the Board on any matter either on or off the agenda that is within the Board's jurisdiction. Note, however, that the Board is not able to undertake extended discussion or act on non-agendized items. Such items can be referred to staff for appropriate action which may include placement on a future agenda. If you intend to address a subject that is on the Agenda, please hold your comments regarding that item until it is before the Board so that we may properly address all comments on that subject at the same time. In general, 3 minutes will be permitted per speaker during Oral Communication; A MAXIMUM of 30 MINUTES is set aside for Oral Communications at this time.

5. REPORT BY LIBRARY DIRECTOR

A. Library Director’s Report – April 2022 (p.6-7)

6. REPORT BY FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES

A. Friends of SCPL – Report (oral)

7. REPORT BY LIBRARY ADVISORY COMMISSION (LAC)

A. Commissioners’ Report (oral)

8. CONSENT CALENDAR

All items listed in the “Consent Calendar” will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Board votes on the action unless members of the public or the Board request specific items to be discussed for separate review. Items pulled for separate discussion will be considered following General Business.

- A. Resolution Re-authorizing the Library Joint Powers Authority to Continue Remote Teleconference Meetings Pursuant to Assembly Bill 361.
Staff Recommendation: Adopt Resolution No. 2022-001 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361. (p.8-11)
- B. Consider the February 3, 2022 Board Meeting Minutes
Staff Recommendation: Approve the February 3, 2022 Board Meeting Minutes (p.12-14)
- C. Branch Library Naming Rights Gift Agreements for Aptos and Boulder Creek
Staff Recommendation: Accept and File Branch Library Naming Rights Gift Agreements. (p.15-29)
- D. Budget Adjustment for Various Grant Funds
Staff Recommendation: Accept and Amend the FY 21/22 Operating Budget to include the following grants awarded to the Santa Cruz Public Libraries (p.30-33)
 - 1. Cultivating Racial Equity and Inclusion Grant: \$5,000
 - 2. Workforce Partnership Initiative Project Grant: \$15,000
 - 3. Book to Action Grant: \$5,791
 - 4. CA Library Services Act (CLSA) Distribution: \$12,135
 - 5. Lunch at the Libraries: \$4,800
 - 6. Boulder Creek High Speed Broadband: \$8,362
- E. Budget Adjustment for Friends of the Library Donations
Staff Recommendation: Accept and amend the FY 21/22 Operating Budget to include donations in support of library services from the Friends of the Santa Cruz Libraries totaling \$56,090. (p.34-36)
- F. Revised Holiday Closure Policy #108
Staff Recommendation: Approve revised Policy #108: Holiday Closure Policy adding the new Juneteeth holiday. (p.37-39)

9. GENERAL BUSINESS

- A. FY 22/23 Operating Budget Assumptions for Draft Budget Proposal
Staff Recommendation: Review and Discuss Budget Assumptions for FY22/23.(p.40-44)
- B. Boulder Creek Branch Library Lease Agreement
Staff Recommendation: Approve the attached Lease Agreement between the County of Santa Cruz and the Santa Cruz Public Libraries for the Boulder Creek Library facility located at 13390 West Park Avenue, Boulder Creek. (p.45)
- C. Presentation: Summer Reading Program by Heather Norquist, Youth Programs and Services Manager
- D. Presentation: Strategic Plan – Brief Update by Diane Cowen, Communications Manager

Other Business items are intended to provide an opportunity for public discussion of each item listed. The following procedure is followed for each Business item: 1) Staff explanation; 2) Board questions; 3) Public comment; 4) Board deliberation; 5) Decision.

10. COMMENTS BY BOARD MEMBERS

11. SCHEDULED UPCOMING MEETINGS

May 5, 2022	Hybrid Meeting at the Felton Branch Library	Anticipated Upcoming Agenda Items:
9:00 am		<ul style="list-style-type: none">• Budget Approval• 3rd Qtr. Reports FY 21/22• Policy Reviews• Equity Team Presentation

12. ADJOURNMENT

Adjourned to the next regular meeting of the LJPA to be held on Thursday, May 5, 2022 at 9:00 am [immediately following the LFFA meeting] via Hybrid teleconference at the Felton Branch Library, 6121 Gushee Street, Felton, CA 95018 barring any changes in health mandates.

The Santa Cruz City-County Library System does not discriminate against persons with disabilities. Out of consideration for people with chemical sensitivities, we ask that you attend fragrance free. Upon request, the agenda can be provided in a format to accommodate special needs. Additionally, if you wish to attend this public meeting and will require assistance such as an interpreter for American Sign Language, Spanish, or other special equipment please call the Library Administration Office at (831)427-7706 at least five days in advance so that we can arrange for such special assistance, or email library_admin@santacruzpl.org

April 7, 2022



Library Director's Report to the JPA

Library Team

April 3-9 is National Library Week! In celebration of National Library Workers Day on April 5, the Library staff were treated to a boxed lunch courtesy of the Friends of the Santa Cruz Public Libraries and participated in staff development. The Library Advisory Commissioners stopped by to express their gratitude to staff for all of their great work over the last year.

The Library held a successful Strategic Planning Partners Workshop on February 10, 2022, at the Capitola Library. Twenty-one community partners attended, including members of the Library Advisory Commission.

On March 12, 2022, Library revised mask guidelines to a strong recommendation when inside library facilities. In February, the State and County guidelines moved to strong recommendations, and local schools moved to the strong recommendation effective March 12.

The Library Equity Team met at the Capitola Library on March 15, 2022. Their charter is "To create an organizational culture of equity and inclusion and provide equitable and relevant services to all of our patrons." The team provided the Library Director with an overview of their work to date. The group identified key focus areas and plans to review the City and County frameworks for cross-collaboration and look for opportunities to tie their equity, diversity, and inclusion goals into the Library Strategic Plan and evaluation metrics.

Phil Boulton, Library Assistant III, was promoted to Boulder Creek Branch Manager. The Library welcomed Eileen Dunn as the new halftime Library Accounting Assistant I. Eileen previously worked with the City of Santa Cruz Water Department.

Current Library Vacancies

Number of Vacancies	Title	Full/Part Time hours	Status
2	Library Assistant II	1.0	No open recruitment
1	Library Assistant II	.80	No open recruitment
3	Library Assistant II	.75	No open recruitment
8	Library Assistant II	.50	No open recruitment
1	Information Technology Specialist I	1.0	No open recruitment
2	Network Systems Administrators	1.0	Approved for recruitment
1	Library Specialist/Volunteer Coordinator	1.0	No open recruitment
1	Library Specialist/Training Coordinator	1.0	Interviews in process
1	Librarian II	1.0	Interviews in process
1	Library IT Manager	1.0	Interviews in process
1	Management Analyst	1.0	Approved for recruitment

Facilities

The La Selva Beach Recreation District Manager met with the Library Director to discuss the LaSelva Beach Branch Library updates. There is interest in adding HVAC at the facility, moving the network cabinet, and installing a glass panel over the back door awing to provide rain protection for the public.

Grants

The Youth Services Librarian Team applied for and received a grant totaling \$4,800 from the California State Library for the 2022 Summer Lunch@the Library program. Lunch@the Library keeps children and teens engaged over the summer by providing learning opportunities, reading incentives, activities, and a healthy lunch.

The Library Director submitted and received a grant totaling \$8,362.22 from the California State Library to replace the internet fiber, router, and switch at the Boulder Creek Library.

The Library applied for and received a Book to Action grant for \$5,791. The featured book is Golden Gates: Fighting for Housing in America by Conor Dougherty. In this call to action to support people impacted by homelessness, the Library and partner organizations will host events that support communities in need and highlight this critical issue that affects all of Santa Cruz. By prioritizing the needs of people impacted by homelessness, we'll foster compassion and improve our community. Book to Action is supported in whole or in part by the U.S. Institute of Museum and Library Services under the provisions of the Library Services and Technology Act, administered in California by the State Librarian.

Featured Programs and Services

The Library recorded the virtual Black History Month Storybook Read to celebrate Black History Month. Local African American community leaders read picture books written and illustrated by people of the African diaspora. We want to thank the Library team members Essy Barroso-Ramirez, Heather Norquist, and Sarah Jones for their assistance as well as our community readers: Santa Cruz Mayor, Sonja Brunner; City Council Member, Justin Cummings; United Way Santa Cruz County Chief Executive Director, Keisha Browder; NAACP Executive Director, Brenda Griffin; Black Surf Santa Cruz Founder, Esabella Bonner; Santa Cruz Warriors Center, Selom Mawugbe; Santa Cruz County Chamber of Commerce Director of Memberships, Marketing and Events, Elana Solon; UC Santa Cruz artist-anthropologist and professor of feminist studies, Gina Athena Ulysse; Founder and Executive Director of the Tannery World Dance and Cultural Center, Cat Willis; Spiritualist and Relationship Coach, Yasmina Porter; and NAACP Secretary, Brenda Whitley.

The Aptos Friends of the Library hosted Our Community Reads 2022. Special events explored the themes from the book Red Letter Days by Sarah-Jane Stratford, about life during the McCarthy era.

Catherine Upton, Librarian II, has launched the 1000 Books Before Kindergarten program on April 1, 2022. It is a fun way to encourage parents and caregivers to read to their young children, rewarding them with incentives to achieve the 1000 books goal.

The Downtown Library hosts Fighting for Housing in America: Conor Dougherty, author of Golden Gates, in conversation with Jonathan Franzen on April 7, at 6:30 pm. Santa Cruz City Mayor Sonja Brunner will provide brief remarks before this meaningful conversation begins. The event is free, but registration is required. The program is available via Zoom if you cannot attend in person.

Chair Mali LaGoe
Vice Chair Carlos Palacios
Board Member Jamie Goldstein
Board Member Matt Huffaker



STAFF REPORT

AGENDA: Thursday, April 7, 2022

DATE: March 28, 2022

TO: Library Joint Powers Authority Board

FROM: Mary-Haley Ousley, General Counsel

SUBJECT: Resolution Re-authorizing the Library Joint Powers Authority to Continue Remote Teleconference Meetings Pursuant to Assembly Bill 361.

RECOMMENDATION:

Adopt Resolution No. 2022-001 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361.

DISCUSSION

Pursuant to AB 361 and as codified at California Government Code section 54953, legislative bodies may use modified teleconferencing rules to conduct public meetings during a proclaimed State of Emergency under certain circumstances, including that state or local officials have imposed or recommended measures to promote social distancing.¹ The State of Emergency proclaimed by the Governor on March 4, 2020, due to the COVID-19 pandemic remains in effect today. In February 2022, the Santa Cruz County Health Officer, together with eleven other Bay Area health officers, issued a press release announcing alignment with the California Department of Public Health's indoor masking guidance, which requires that all individuals wear face coverings indoors in specified high-risk settings, and strongly recommends that all individuals continue to wear face coverings while in indoor public settings.²

This Board adopted its initial AB 361 findings at its meeting of October 7, 2021, and adopted subsequent AB 361 findings at its meetings of December 2, 2021 and February 3, 2022. To continue teleconferenced meetings under AB 361, the law requires that the Board adopt findings within thirty (30) days after its initial teleconference, and every thirty (30) days thereafter, that it has reconsidered the circumstances of the State of Emergency, and either (i) the state of emergency continues to directly impact the ability of the members to meet safely in person; and/or

¹ Cal. Gov't Code § 54953(e)(1)(A)-(C).

² See *Press Release*, Twelve Bay Area Health Officers to Lift Most Indoor Mask Mandates on February 16 (Feb. 9, 2022), https://www.santacruzhealth.org/Portals/7/pdfs/Coronavirus/02.09.22%20ABAHO%20Masking_FINAL.pdf; See also CDPH, *Guidance for the Use of Face Coverings* (Updated February 28, 2022), <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>.

(ii) state or local officials continue to impose or recommend measures to promote social distancing.³

Attachment:
Resolution No. 2022-001

³ Cal. Gov't Code § 54953(e)(3).

**SANTA CRUZ LIBRARY JOINT POWERS AUTHORITY’S
SUBSEQUENT FINDINGS PURSUANT TO ASSEMBLY BILL 361 AUTHORIZING TELECONFERENCE
MEETINGS AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC STATE OF EMERGENCY AND
HEALTH OFFICER RECOMMENDATION FOR SOCIAL DISTANCING**

WHEREAS, the **Santa Cruz Library Joint Powers Authority (“LJPA”)** is a legislative body under the Ralph M. Brown Act as defined under Cal. Gov. Code section 54952(b); and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”), urgency legislation effective immediately, that amended Government Code section 54953 to permit legislative bodies subject to the Brown Act to continue to meet under modified teleconferencing rules provided that they comply with specific requirements set forth in the statute; and,

WHEREAS, pursuant to AB 361 and Cal. Gov. Code section 54953(e)(1)(A), a legislative body may meet under the modified teleconferencing rules during a proclaimed state of emergency, and where local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, and which remains in effect; and

WHEREAS, on September 30, 2021, Santa Cruz County Public Health Officer Dr. Gail Newel strongly recommended that legislative bodies in Santa Cruz County continue to engage in physical/social distancing by meeting via teleconference as allowed by AB 361 and confirmed that she will regularly review and reconsider this recommendation and notify the public when it is no longer recommended; and

WHEREAS, pursuant to AB 361 and Cal. Gov. Code section 54953(e)(3), within 30 days of the date the legislative body first holding a teleconferenced meeting under the modified rules, and every 30 days thereafter, a legislative body can continue to hold such teleconference meetings provided it has reconsidered the circumstances of the state of emergency and determined either that the state of emergency continues to directly impact the ability of the members to meet safely in person or that local officials continue to recommend measures to promote social distancing; and

WHEREAS, on October 7, 2021, the **LJPA** held its initial teleconference meeting under AB 361; and

WHEREAS, on December 2, 2021 and February 3, 2022, the **LJPA** held subsequent teleconference meetings under AB 361; and

WHEREAS, the **LJPA** has once again reconsidered the circumstances of the current state of emergency and finds that the COVID-19 pandemic continues to directly impact the ability of members of the public to participate safely in person and further finds that the Santa Cruz County Public Health Officer continues to recommend measures to promote social distancing, strongly recommends that all individuals wear face coverings in indoor public settings, and requires that all individuals wear face coverings in specified high-risk indoor public settings; and

WHEREAS, in the interest of public health and safety, and due to the emergency caused by the spread of COVID-19, the **LJPA** deems it necessary for the legislative bodies of the LJPA to continue utilizing the modified teleconferencing rules set forth in AB 361;

NOW, THEREFORE, the **Santa Cruz Library Joint Powers Authority (“LJPA”)** makes the following findings by a majority vote:

Section 1. The foregoing recitals are true and correct, and adopted as findings of the **Santa Cruz Library Joint Power Authority** and legislative bodies of the LJPA.

Section 2. Effective immediately, and for the next 30 days, the **LJPA** and its legislative bodies will meet via teleconference as authorized under AB 361 and Government Code section 54953(e)(3).

Section 3. No later than thirty (30) days from making today’s findings, or at the next scheduled meeting, the **LJPA** will reconsider the circumstances of the COVID-19 state of emergency and, if necessary, adopt subsequent findings to continue holding teleconference meetings in accordance with Government Code section 54953(e)(3).

PASSED AND ADOPTED by the **Santa Cruz Library Joint Powers Authority** in Santa Cruz County, State of California, this 7th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

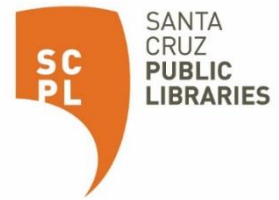
Chair, Santa Cruz Library
Joint Powers Authority

ATTEST: _____
Helga Smith, Clerk of the Board

Approved as to Form:

General Counsel

Chair Carlos Palacios
Vice Chair Jamie Goldstein
Board Member Mali LaGoe
Board Member Matt Huffaker



**SANTA CRUZ CITY/COUNTY LIBRARIES
JOINT POWERS AUTHORITY BOARD
(LJPA)**

REGULAR MEETING MINUTES

Virtual Meeting

**THURSDAY FEBRUARY 3, 2022
9:00 A.M.**

1. ROLL CALL

PRESENT: Jamie Goldstein, Carlos Palacios, Mali LaGoe, Matt Huffaker
STAFF: Yolande Wilburn, Library Director; Eric Howard, Assistant Director and Diane Cowen, Communications Manager

2. ADDITIONAL MATERIALS

None

3. ADDITIONS AND DELETIONS TO AGENDA

The Agenda of February 3, 2022 was approved by consensus.

4. ORAL COMMUNICATIONS

None

5. REPORT BY LIBRARY DIRECTOR

Library Director Yolande Wilburn reported on the recent activities of the Library.

6. FRIENDS OF THE SANTA CRUZ PUBLIC LIBRARIES REPORT

Bruce Cotter, Executive Director, submitted his report on the recent activities of the Friends of the Santa Cruz Public Libraries. The Friends are celebrating the successful completion of the Capital Campaign “Realizing the Promise”.

7. REPORT BY LIBRARY ADVISORY COMMISSION (LAC)

No report was available

8. COMMENTS BY BOARD MEMBERS

None

9. CORRESPONDENCE BY PUBLIC

None

10. CONSENT CALENDAR

A. RESULT: APPROVED CONSENT CALENDAR, Items 10 A – I.

- A. Adopted Resolution No. 2021-003 Authorizing Continued Remote Teleconference Meetings pursuant to Assembly Bill 361.**
- B. Approved the December 2, 2021 Board Meeting Minutes**
- C. Accepted and Filed Recent Articles about SCPL**
- D. Accepted and Filed 2nd Qtr. Community Impact Measures for FY 2021-2022**
- E. Accepted and Filed 2nd Qtr. Financial Report for FY 2021-2022**
- F. Accepted and Filed 2nd Qtr. Incident Report for FY 2021-2022**
- G. Accepted and Filed 2nd Qtr. Work Plan for FY 2021-2022**
- H. Accepted and Amended FY 21/22 Operating Budget to include the transfer of \$57,200 from the Friends of the Santa Cruz Public Libraries for the purchase of mystery books from the Sulzner Trust**
- I. Accepted and Filed Branch Library Naming Rights Agreements for the Branciforte and Garfield Park branches. [UNANIMOUS]**

MOVER: Matt Huffaker

SECONDER: Jamie Goldstein

AYES: Palacios, Goldstein, LaGoe, Huffaker

11. GENERAL BUSINESS

A. Election of Chair and Vice-Chair for 2022.

RESULT:

Elected the Calendar year 2022 Board Chair and Vice-Chair as the City of Scotts Valley and the County of Santa Cruz respectively [UNANIMOUS]

MOVER: Jamie Goldstein

SECONDER: Matt Huffaker

AYES: Palacios, Goldstein, LaGoe, Huffaker

The Progress and Future of the Library's Strategic Planning. A Presentation by Diane Cowen, Communications Manager for the Santa Cruz Public Libraries.

The Board members expressed their support of the process and encouraged the Library to align the budget with the Strategic Plan. Director LaGoe asked for clarification on the timeline for completion of the Plan. Director Goldstein encouraged a tighter collaboration with other departments such as Parks and Rec.

12. Adjournment

Final Adjournment of the Library Joint Powers Authority Board (LJPA) at 9:53 a.m. to the next regular meeting on April 7, 2022 at 9:00 a.m. [immediately following the LFFA meeting] as a Hybrid meeting at the Felton Branch Library barring any changes in health mandates.

ATTEST: _____
Helga Smith, Clerk of the Board

All documents referred to in these minutes are available in the Santa Cruz Public Libraries – Library Headquarters Office, 117 Union Street, Santa Cruz, CA 95060

Chair Mali LaGoe
Vice Chair Carlos Palacios
Board Member Jamie Goldstein
Board Member Matt Huffaker



STAFF REPORT

DATE: April 7, 2022
TO: Library Joint Powers Authority Board
FROM: Yolande Wilburn, Library Director
RE: Accept and File Branch Library Naming Rights Gift Agreements

RECOMMENDATION

Accept and File Library Naming Rights Gift Agreements.

DISCUSSION

Various donors have pledged the following amounts and to the following Library branches:

Aptos

\$100,000 for the Conference Room as the “The Conference Room in Memory of Blossom and Norman Dorosin”

\$25,000 for the local history display as the “The Local History Display In Memory of Cousins Agnes van Eck Reed & Karl Mertz”

\$50,000 for the meeting room as the “Bob Fifield Meeting Room”

\$50,000 for the teen room as the “Martin Family Teen Room”

\$70,000 for the children’s reading garden as the “Live Like Coco Foundation”

\$25,000 for the teen patio as the “Debby Peronto in Memory of Joanne Peronto, Who Loved Libraries and Gardens”

\$15,000 for the adult patio as the “Allen & Shirley Ginzburg in Memory of Louis Sapiro”

\$600,000 for the community room as the “The Betty Leonard Community Room”

Boulder Creek

\$35,000 for the Teen Room as the “Salle de reunion des amis de Krishna Room”

\$35,000 for the Community Room “The June Busa Community Room”

These naming rights will remain in place for the normal life of these branches and are subject to the JPA Board Policy #403, adopted in March 2017.

Attached:
Library Naming Policy #403
Various Gift Agreements

Library Naming Policy

JPAB Policy # 403

Adopted: 3/2/2017

Revised: xx/xx/xxxx

Five-year Review Schedule: 2022

1. Purpose

This policy establishes the authority and process for philanthropic naming or re-naming of Santa Cruz Public Libraries interior and exterior spaces and features, major programs, and collections associated with specific branches. Philanthropic naming opportunities provide the Library with funds to meet strategic objectives.

2. Library Names

The Santa Cruz Public Libraries (the Library) name each branch according to their geographic location in the county, in order to identify each branch with either the neighborhood where it is located or the neighborhood that it primarily serves. This practice allows library users to easily determine the general location of a library facility they want to visit. Member jurisdictions may determine it appropriate to allow the Library building to be included in a naming policy.

3. Naming Criteria

Santa Cruz Public Libraries interior and exterior spaces and features, major programs, and a collection associated with a specific branch may be named in honor of an individual, family, or entity. Naming or re-naming rights is the purview of the local jurisdictions (City of Capitola, City of Scotts Valley, City of Santa Cruz, and County of Santa Cruz) subject to review by the Library Joint Powers Authority Board (JPAB) consistent with this policy.

Naming opportunity is provided only to those that exemplify the attributes of integrity, civic leadership, and deep commitment to the Library and community, specifically where:

- a) the proposed honoree reflects the spirit, values, and mission of the Library in support of free and equal access to information for all.
- b) an individual has provided extraordinary service and support to the Library system.
- c) an individual donor has made a significant monetary contribution to the Library.
- d) an entity's financial sponsorship has allowed the Library to significantly advance the provision of programs, services, or collections.

4. Naming Process

Each jurisdiction shall develop, propose, and maintain a list of Naming Opportunities.

The JPAB shall review each jurisdiction's naming plan to ensure that residents have a unified library experience as they visit branches across jurisdictions, and that the plan is consistent with this policy.

The JPAB shall review each jurisdiction's naming policy to ensure the plan:

- a) is appropriately consistent with other approved naming plans.
- b) does not overly commercialize the library space.
- c) includes clear time limits outlined below.
- d) reserves the right to reject any naming proposal or donation from any individual, family, or entity.

Naming rights shall not extend beyond the normal life of any interior or exterior space or feature, major program, or collection associated with a specific branch, or twenty (20) years, whichever is less. In the event that a named Library interior or exterior space or feature, major program, or collection is significantly altered within (a) 75% of the expected lifespan, or (b) a timeframe agreed upon in the naming rights contract, the JPA jurisdiction will carry the name forward in a similar capacity. A jurisdiction's naming plan may include longer timelines for significant donations, subject to approval by the JPAB.

Naming rights contracts shall be reviewed and approved by the appropriate JPA jurisdiction and reported to the JPAB.

5. Naming Revocation

Any naming opportunity authorized by a JPAB jurisdiction can be revoked only by a vote of that body.

If an individual, family, or entity for whom a naming commitment has been made violates the standards defined in section three (3. Naming Criteria) of this policy, the JPAB may recommend the removal of the individual, family, or entity's name from the naming opportunity, interior or exterior space or feature, major program, or collection associated with a specific branch.

Before taking such action, the JPAB jurisdiction shall undertake due diligence, including consultation with counsel, as to any legal ramifications that the jurisdiction may expect under any pre-existing agreement(s) related to naming opportunities or in regard to any other matter that may have legal bearing upon a proposed change in name.

Where unforeseen circumstances make it impossible for a donor to complete a monetary donation commitment after associated name placement has occurred, the JPAB shall make reasonable efforts to work with the donor to create a plan for completion of the commitment. However, in certain circumstances it may be necessary and in the best interests of the Library to remove the donor's name choice from the naming opportunity.



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The Community Room as The Betty Leonard Community Room in the Aptos Branch Library, The Leonard Estate, the undersigned donor, has made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the JPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donors named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

The Leonard Estate, represented by Kathy Windsor

Printed Name of Donors

Confirmed in conversation with Susan Nemitz

Feb 5, 2020

Signature of Donors

Date

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board

Date

Acknowledgment by the Friends of the Santa Cruz Public Libraries

Date

Attachment: Aptos Branch Library, Naming Rights Agreements (12162 : Philanthropic Naming Opportunities for the Santa Cruz Public



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The Teen Patio in Memory of Joanne Peronto, who loved libraries and gardens, in the Aptos Branch Library, Debby Peronto, the undersigned donor, has made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the JPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donor named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

Deborah Peronto
Printed Name of Donor

Debby Peronto

Deborah Peronto
Signature of Donor

7/8/2021
Date

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board

Date

[Signature]
Acknowledgment by the Friends of the Santa Cruz Public Libraries

7/9/21
Date

Attachment: Aptos Branch Library, Naming Rights Agreements (12162 : Philanthropic Naming Opportunities for the Santa Cruz Public



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The Adult Reading Patio in Memory of Louis Sapiro, in the Aptos Branch Library, Allen and Shirley Ginzburg, the undersigned donors, have made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the JPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donors named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

Allen and Shirley Ginzburg

Printed Name of Donors

Shirley Ginzburg
Signature of Donors

Nov 3 2021
Date

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board

Date

Acknowledgment by the Friends of the Santa Cruz Public Libraries

Date

Packet Pg. 741

Attachment: Aptos Branch Library, Naming Rights Agreements (12162 : Philanthropic Naming Opportunities for the Santa Cruz Public

63 a



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The Teen Room as the Martin Family Teen Room in the Aptos Branch Library, James and Christina Martin, the undersigned donors, have made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the JPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donors named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

James and Christina Martin

Printed Name of Donors

Christina Martin James Martin 11/19/2021
Signature of Donors Date

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board

Date

Acknowledgment by the Friends of the Santa Cruz Public Libraries

Date

Attachment: Aptos Branch Library, Naming Rights Agreements (12162 : Philanthropic Naming Opportunities for the Santa Cruz Public



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The Meeting Room as Bob Fifield in the Aptos Branch Library, Bob Fifield, the undersigned donor, has made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the JPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donors named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

Bob Fifield

Printed Name of Donors

Robert W. Fifield

Signature of Donors

11/20/21

Date

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board

Date

Acknowledgment by the Friends of the Santa Cruz Public Libraries

Date

Is there a possibility to append somewhere, "A library provides many opportunities for many to be educated without end"?

Attachment: Aptos Branch Library, Naming Rights Agreements (12162 : Philanthropic Naming Opportunities for the Santa Cruz Public



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The Children's Reading Garden as Live Like Coco Foundation * in the Aptos Branch Library, Live Like Coco, the undersigned donor, has made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the JPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donors named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

Live Like Coco by Kate Pavao

Printed Name of Donors

Kate Pavao
Signature of Donors

11/12/21

Date

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board

Date

Acknowledgment by the Friends of the Santa Cruz Public Libraries

Date

Preferred wording.

* Live Like Coco Foundation,
to honor the stories of children our community lost too soon.



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The Local History Display In Memory of ^{COUSINS} Agnes van Eck Reed & Karl Mertz in the Aptos Branch Library, Mark H. Reed, the undersigned donor, has made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the JPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donors named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

Mark H. Reed
Printed Name of Donors

Mark H Reed 11-19-2021
Signature of Donors Date

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board Date

Acknowledgment by the Friends of the Santa Cruz Public Libraries Date

Attachment: Aptos Branch Library, Naming Rights Agreements (12162 : Philanthropic Naming Opportunities for the Santa Cruz Public



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The Conference Room In Memory of Blossom and Norman Dorosin in the Aptos Branch Library, Deborah Raboy, the undersigned donor, has made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the JPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donors named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

Deborah Raboy
Printed Name of Donors

Confirmed in conversation with Cindy Jackson 9/8/2021
Signature of Donors Date

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board Date

Acknowledgment by the Friends of the Santa Cruz Public Libraries Date

Attachment: Aptos Branch Library, Naming Rights Agreements (12162 : Philanthropic Naming Opportunities for the Santa Cruz Public



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The _____ Teen Room and The Jane Bura Community Room in the Boulder Creek Branch Library Drew Mihalik, the undersigned donor, has made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the JPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donor named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

Andrew Mihalik

Printed Name of Donor

[Signature] Date 5/13/21

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board Date

[Signature] Date 7/9/21

Attachment: Boulder Creek Branch Library, Naming Rights Agreements (12162 : Philanthropic Naming Opportunities for the Santa Cruz Public



Library Naming Rights Gift Agreement

Related JPAB Policy # 403

For the naming opportunities of The Teen Room as the *Salle de reunion des amis de Krishna*_Room in the Boulder Creek Branch Library, Drew Mihalik, the undersigned donor, has made a donation to the Friends of the Santa Cruz Public Libraries, a 501(c)(3) nonprofit organization.

This gift will be subject to the IPA Board Policy #403 adopted March 2, 2017.

The Santa Cruz Public Libraries Joint Powers Authority Board, Friends of the Santa Cruz Public Libraries, and the donor named in this agreement acknowledge this gift and the terms set forth above by their signatures or the signatures of their duly appointed representatives on duplicate copies of this agreement.

Andrew Mihalik

Printed Name of Donor

Signature of Donor: Andrew T. Mihalik Date: 6/28/21

Acknowledgment by the Chair of the Santa Cruz Public Libraries Joint Powers Authority Board Date

Acknowledgment by the Friends of the Santa Cruz Public Libraries Date: 7/9/21

Attachment: Boulder Creek Branch Library, Naming Rights Agreements (12162 : Philanthropic Naming Opportunities for the Santa Cruz Public

Section 1300

LIBRARY PHILANTHROPIC NAMING OPPORTUNITIES

1. Naming opportunities provide resources to meet strategic library objectives. It shall be County policy to establish philanthropic naming opportunities associated with County owned and leased library buildings utilizing the following policies and procedures:

A. The Santa Cruz Public Libraries Joint Powers Authority Board has adopted Library Naming Policy #403 for philanthropic naming or re-naming of Santa Cruz Public Library buildings, interior and exterior spaces and features. Philanthropic naming opportunities for County of Santa Cruz Library Branches shall be implemented consistent with this policy including: library names, naming criteria, naming process, and naming revocation.

B. This policy establishes the following list of philanthropic naming opportunities associated with County owned and leased library buildings:

- Buildings and Spaces
- Live Oak Library Annex (this naming opportunity is subject to prior Board approval)
- Children’s Room/Area
- Community Meeting/Programming Room
- Teen Room
- Group Study Room
- Fireplace Area
- Computer/Technology Room or Area
- Reading Rooms/Open Seating Areas
- Media Wall
- Patio(s)
- Deck(s)
- Amphitheater
- Garden Area(s)
- Entry Plaza

C. Friends of the Santa Cruz Public Libraries and associated branch chapters shall coordinate fundraising campaigns and donor recognition efforts.

D. Naming rights contracts shall be prepared and shall be reviewed and approved by the Board of Supervisors.

2. Other donor recognition. This policy is intended to address philanthropic naming opportunities for major building and site elements and is not intended to preclude other donor recognition opportunities such as donor walls, donor pavers, or dedication plaques on outdoor site furniture such as benches and tables.

Chair Mali LaGoe
Vice Chair Carlos Palacios
Board Member Jamie Goldstein
Board Member Matt Huffaker



STAFF REPORT

DATE: April 7, 2022
TO: Library Joint Powers Authority Board
FROM: Yolande Wilburn, Library Director
RE: Budget Adjustment for Various Grant Funds

STAFF RECOMMENDATION

Accept and Amend the FY 21/22 Operating Budget to include the following grants awarded to the Santa Cruz Public Libraries.

1. Cultivating Racial Equity and Inclusion Grant: \$5,000
2. Workforce Partnership Initiative Project Grant: \$15,000
3. Book to Action Grant: \$5,791
4. CA Library Services Act (CLSA) Distribution: \$12,135
5. Lunch at the Libraries: \$4,800
6. Boulder Creek High Speed Broadband: \$8,362

DISCUSSION

The Library has received the following grants to help aid in providing excellent service to library patrons.

1. Cultivating Racial Equity and Inclusion Grant: \$5,000

The CREI Initiative's broad goal is to catalyze a statewide network of libraries and library staff committed to racial equity and inclusion for all, to share information; deepen conversations; and take actions to grow racial equity in library service delivery and the communities that we serve.

2. Workforce Partnership Initiative Project Grant: \$15,000

The library will partner with the workforce development board to expand the reach of career development services to the most vulnerable job seekers in our community who

experience barriers to access existing services. Working together, we will increase the skills and knowledge of library staff in the area of career development to enhance direct service; we will create an asset map of available career development resources; we will assist job seekers by providing the physical space, technology, training and up-skilling opportunities; and we will collaborate to deliver a Career and Wrap-Around Service Resource Fair on Saturday April 23rd at Laurel Park. The funding supports backfill for librarians to attend training and advertising for the fair, and other costs associated with holding the event.

3. Book to Action Grant: \$5,791

This project aligns with Santa Cruz Public Libraries' (SCPL) Strategic Plan to Connect, Inspire, and Inform by; connecting communities impacted by homelessness, inspiring communities to act on this issue, and informing the public about library and community resources.

4. CA Library Services Act Grant: \$12,135

The library will use the CLSA funds distributed by PLP to license approximately 200 ebook and eaudiobook titles in OverDrive, providing over 3,000 checkouts over 12 months. These funds will help reduce the waitlists for popular titles in OverDrive.

5. Lunch at the Libraries: \$4,800

This grant enhances services at summer lunch sites by providing learning opportunities, reading incentives, and activities to keep children engaged over the summer months.

6. Boulder Creek High Speed Broadband: \$8,362

This grant will provide technology hardware and wiring upgrades in order to bring high speed broadband to the Boulder Creek Branch Library.

Additional grant update:

Workforce Collaborative: (\$27,500)

The Library was originally awarded the Workforce Collaborative Grant for \$100,000. This grant was set to offer a holistic approach to jobseekers. However, due to the pandemic the Library was not able to provide the full scope of services and will need to return \$27,500 to the grant awarder.

Attachments: Budget Adjustment

Report Prepared by: Kira Henifin, Principal Management Analyst

Reviewed and Forwarded by: Yolande Wilburn, Library Director

Council Approval
 Administrative Approval

**City of Santa Cruz
BUDGET ADJUSTMENT REQUEST**

Clear Form

Fiscal Year: 2021/2022
Date: 04/07/2022

CM/FN Use Only:
Reso #:
JE Post#:

Purpose: LJPB Approved at its meeting of April 7, 2022.

ACCOUNT	PROJECT	REVENUE EDENACCOUNT TITLE	AMOUNT
951-36-51-0000-43210	g362205-271-2100-0	CLSA Grant	12,135
951-36-51-3601-43110	g362204-270-2259-0156	Book to Action	5,791
951-36-51-3601-43110	g362203-270-2259-0156	Workforce Partnership Initiative Project	15,000
951-36-51-3601-43210	g362202-270-2259-0156	Cultivating Racial Equity & Inclusion	5,000
951-36-51-3601-43210	g362207-210-2100-0156	Lunch at the Libraries	4,800
TOTAL REVENUE			42,726

ACCOUNT	PROJECT	EXPENDITURE EDEN ACCOUNT TITLE	AMOUNT
951-36-51-3601-54990	g362205-100-2020-0	CLSA Grant	12,135
951-36-51-3601-51122	g362204-100-2010-0	Book to Action: Staff Labor	3,491
951-36-51-3601-54990	g362204-100-2020-204	Book to Action: Supplies and Materials	2,300
951-36-51-3601-51122	g362203-100-2010-0	Workforce Partnership Initiative Project	10,049
951-36-51-3601-54990	g362203-100-2020-0	Workforce Partnership Initiative Project	4,951
951-36-51-3601-54990	g362202-100-2020-0	Cultivating Racial Equity & Inclusion	5,000
951-36-51-3601-54990	g362207-100-2020-0	Lunch at the Libraries	4,800
TOTAL EXPENDITURE			42,726

NET: \$ 0

REQUESTED BY	DEPARTMENT HEAD APPROVAL	BUDGET/ACCOUNTING* APPROVAL	FINANCE DIRECTOR APPROVAL	CITY MANAGER APPROVAL
Kira Henifin <small>Digitally signed by Kira Henifin Date: 2022.03.22 09:13:15 -0700</small>				

Council Approval
 Administrative Approval

**City of Santa Cruz
BUDGET ADJUSTMENT REQUEST**

Clear Form

Fiscal Year: 2021/2022
Date: 04/07/2022

CM/FN Use Only:
Reso #:
JE Post#:

Purpose: Accept grant funds and amend the FY 22/23 operating budget.

ACCOUNT	PROJECT	REVENUE EDENACCOUNT TITLE	AMOUNT
951-36-51-3601-43210	g362206-270-1041-0156	Boulder Creek High Speed Broadband	8,362
TOTAL REVENUE			8,362

ACCOUNT	PROJECT	EXPENDITURE EDEN ACCOUNT TITLE	AMOUNT
951-36-51-3601-57990	g362206-100-2020-0	Boulder Creek High Speed Broadband	8,362
TOTAL EXPENDITURE			8,362

NET: \$ 0

REQUESTED BY	DEPARTMENT HEAD APPROVAL	BUDGET/ACCOUNTING* APPROVAL	FINANCE DIRECTOR APPROVAL	CITY MANAGER APPROVAL

Chair Mali LaGoe
Vice Chair Carlos Palacios
Board Member Jamie Goldstein
Board Member Matt Huffaker



STAFF REPORT

DATE: April 7, 2022
TO: Library Joint Powers Authority Board
FROM: Yolande Wilburn, Library Director
RE: Budget Adjustment for Friends of the Library Donations

STAFF RECOMMENDATION

Accept and amend the FY 21/22 Operating Budget to include donations in support of library services from the Friends of the Santa Cruz Libraries totaling \$56,090.

DISCUSSION

The Friends and the Library have agreed to start an annual request process to help support the library and its programs. In past years the requests have been made as needed throughout the fiscal year. Moving forward the Library will continue to meet with the Friends annually to request funds for the library's planned programs and services for each year. This planning will help the Library communicate overall goals and priorities to the Friends, and will give the Friends the opportunity to discuss financial support as a whole.

This year the Library requested the following funds for FY 21/22 to enhance library services and the Friends have accepted these requests.

Summer Reading: \$25,000
 \$10,000 for summer reading performers
 \$7,000 for summer reading prize books
 \$8,000 to support its summer lunch program with crafts and books

Reopening of Five Library Branches: \$15,000
 \$3,000 for the grand opening of BC, B40, GP, LO and SV

Hybrid Programming Infrastructure: \$7,890
 \$4,300 Neat Bar Pro for larger rooms

\$2,340 Neat Bar for smaller rooms
\$650 Controller for each room
\$600 Zoom License for the year

Lendable Tech: \$3,500
\$750 15 Hotspots
\$2,750 10 Chromebooks

Interpretation at Programs: \$2,000

Staff Appreciation: \$700

Workforce Development: \$2,000

Attachments: Budget Adjustment

Report Prepared by: Kira Henifin, Principal Management Analyst

Reviewed and Forwarded by: Yolande Wilburn, Library Director

City of Santa Cruz
BUDGET ADJUSTMENT REQUEST

PAGE 1 OF 1

<input type="radio"/> Council Approval	Resolution No. _____
<input type="radio"/> Successor Agency	Resolution No. _____
<input checked="" type="radio"/> Administrative Approval	

<input checked="" type="radio"/> Current Fiscal Year
<input type="radio"/> Prior Fiscal Year

TO: FINANCE DIRECTOR
FROM: Yolande Wilburn

DATE: 04/07/2022

<u>ACCOUNT</u>	REVENUE EDEN ACCOUNT TITLE	
951-36-51-3601-46309	Friends of the SC Library (P362201-464-5010-1094)	41,090
951-36-51-3603-46309	BC Friends Chapter (P362203-464-5010-1094)	3,000
951-36-51-3604-46309	B40 Friends Chapter (P362204-464-5010-1094)	3,000
951-36-51-3608-46309	GP Friends Chapter (P362208-464-5010-1094)	3,000
951-36-51-3610-46309	LO Friends Chapter (P362210-464-5010-1094)	3,000
951-36-51-3611-46309	SV Friends Chapter (P362211-464-5010-1094)	3,000
TOTAL REVENUE		56,090

<u>ACCOUNT</u>	EXPENDITURE EDEN ACCOUNT TITLE	
951-36-51-3601-57990	Friends of the SC Library (p362201-100-2020-0)	41,090
951-36-51-3603-57990	BC Friends Chapter (p362203-100-2020-0)	3,000
951-36-51-5604-57990	B40 Friends Chapter (p362204-100-2020-0)	3,000
951-36-51-3608-57990	GP Friends Chapter (p362208-100-2020-0)	3,000
951-36-51-3610-57990	LO Friends Chapter (p362210-100-2020-0)	3,000
951-36-51-3611-57990	SV Friends Chapter (362211-100-2020-0)	3,000
TOTAL EXPENDITURE		56,090

NET: \$ _____ 0

Purpose:
Approved by the LJPB at their 4/7/22 meeting.

REQUESTED BY	DEPARTMENT HEAD APPROVAL	ACCOUNTING APPROVAL	FINANCE DIRECTOR APPROVAL	CITY MANAGER APPROVAL

Revised September 2012

Chair Mali LaGoe
Vice Chair Carlos Palacios
Board Member Jamie Goldstein
Board Member Matt Huffaker



STAFF REPORT

DATE: April 7, 2022
TO: Library Joint Powers Authority Board
FROM: Yolande Wilburn, Library Director
RE: Revised Holiday Closure Policy #108

STAFF RECOMMENDATION

Approve revised Policy #108: Holiday Closure Policy adding the new Juneteeth holiday.

DISCUSSION

On March 22, 2022 the City Council approved adding June 19th (“Juneteenth”) to the list of City-observed holidays and authorized it as an additional paid holiday for all regular City of Santa Cruz employees.

The Library would like to update our holiday closure policy to include this newly added holiday.

For 2022, June 19th falls on a Sunday and the observed holiday will be Monday June 20. The library system will be closed for these two days.

These additions are highlighted in red on the attached policy.

Attachment: #108 Holiday Closure Policy

Report Prepared by: Kira Henifin,
Principal Management Analyst

Reviewed and Forwarded by: Yolande Wilburn, Library Director



Library Holiday Closure Policy

JPAB Policy # 108
Approved: October 2019
Last Updated: April 2022
Five-year Review Schedule: October 2024

Closure Schedule for the Santa Cruz Public Library System

January: New Year's Day Holiday

Martin Luther King Jr. Holiday

February: Presidents Day

April: Spring Staff Training Day – TBD

May: Memorial Day Holiday

June: Juneteenth Holiday

July: Independence Day Holiday

September: Labor Day Holiday

October: Autumn Staff Training Day – Columbus Day

November: Veterans' Day

Thanksgiving Day

Day after Thanksgiving

December: Christmas Eve – Close at 2 pm (if branch is scheduled to be open)

*Close on Christmas Eve completely if branches are regularly scheduled for an opening at 12 pm.

Christmas Holiday

New Year's Eve Holiday – Close at 2 pm (if branch is scheduled to be open)

*Close on New Years Eve completely if branches are regularly scheduled for an opening at 12 pm.

In addition, the Library would participate in the City of Santa Cruz's holiday closure pay back program. This program enables staff to take time off during the holiday closure period, this 2 week period is set by the City of Santa Cruz and includes the Christmas and New Year's holidays, and pay back the time off taken in small increments over several pay periods following the holidays.

The following language from the SEIU MOU explains the process/procedure:

SECTION 28.00 - HOLIDAY CLOSURE

If the City decides to close around the Christmas and New Years' holidays, the following will apply: Employee participation in the closure program is voluntary. During the closure, employees may use accrued vacation, compensatory time off, floating holidays, or excess holiday time.

Employees may also request leave without pay. To encourage the use of leave without pay, seniority, benefit and leave accruals will not be impacted if leave without pay is taken during the Holiday closure period. (Note: Unpaid leave is not credited towards PERS retirement.)

The City will allow leave without pay hours to be deducted over the same number of pay periods as the number of workdays the City was closed. Employees are not allowed to use unpaid closure time on holidays during the City's holiday closure.

If there are employees who do not wish to take either paid or unpaid leave time during the closure period the City will provide the opportunity to perform generally comparable work during the closure by finding appropriate assignments and/or work space.

Note per MOU: When a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed.

Chair Mali LaGoe
Vice Chair Carlos Palacios
Board Member Jamie Goldstein
Board Member Matt Huffaker



STAFF REPORT

DATE: April 7, 2022
TO: Library Joint Powers Authority Board
FROM: Yolande Wilburn, Library Director
RE: FY 22/23 Operating Budget Assumptions for Draft Budget Proposal

RECOMMENDATION

Review and discuss budget assumptions for FY 22/23.

DISCUSSION

Prior to the pandemic the Library updated the Board that the City of Santa Cruz had discussed moving to a three (3) year budget schedule. However, this plan is on hold and annual budgeting will continue. The Library will bring updates to the Board as we learn them.

Revenue

There are no changes to the revenue assumptions for FY 22/23. The library continues to rely on two main revenue streams, sales tax and maintenance of effort (MOE). The Library Financing Authority (LFA) provides the forecasts for the coming year. The projections have sales tax increasing by 14.86% (\$1,584,906). The MOE is currently projected to stay flat at \$6,115,273. However, the MOE agreement is being reviewed by the jurisdictions and could lead to a change in funding.

Expenditures

1. Personnel

The Santa Cruz Public Library (SCPL) system relies on staff to deliver library services and programs to patrons. For this reason, SCPL's salary and benefits make up the majority of the annual operating budget at approximately 45.7% of overall costs. In FY 22/23 personnel costs are projected to increase by 2.9% mostly due to rising PERS and health insurance costs.

SCPL is not recommending any staffing increases at this time. However, there is one position that the Library would like to reclassify for operational purposes. During the pandemic the library reassigned a floor supervisor at the Downtown Branch to helping oversee the Collection Management staff. This change in assignment left the Downtown staff short one FTE. The Library plans to reclassify a vacant Collections Management LA II position, into a Library Assistant III position who would be assigned back to the Downtown Branch in order to make up for this staffing shortfall. The increased costs associated with this reclassification change would be approximately \$7,000 annually accounting for both salary and benefits.

The Library continues to work on overall branch staffing configurations to meet the needs of the branches that will soon be re-opening. These presentations will be forthcoming and will fall outside the FY 22/23 budget process.

2. Facility Operations and Maintenance

The Library continues to plan and budget for on-going capital improvements and facility maintenance repairs for all 10 library branches including the Headquarters facility. A few of the buildings that have reopened have added additional square footage, and future facilities will also be adding to the system's overall square footage. This expansion requires a robust capital maintenance plan. To that end, the Library will continue to budget for capital outlay each fiscal year at the rate the LJPB approved several years ago which includes an increase of \$50K per year until the budget line is fully funded at \$400K annually. Following this approved schedule, the FY 22/23 capital outlay budget has increased from last year by \$50k and is budgeted at a total of \$200K.

The FY 22/23 operating budget also anticipates small increases in branch operational costs due to branches being reopened in FY 22/23. The scheduled cost increases account for utilities, janitorial service and supplies, and other misc. costs to support daily branch operations. These increases amount to roughly \$60K or 6.5% of the non-personnel operating costs.

3. Insurance

The Library is also anticipating increased insurance costs associated with the Library having to provide its own business property insurance.

For background, when the City of Santa Cruz's insurance was being renewed during the 2019-2020 renewal period the decision was made to not insure the Library's collections (all books and materials) on the City's property insurance. This decision was made in part due to the LJPB agreement and the leases being formed for the new library facilities.

These additional costs for FY 22/23 are being anticipated at \$25,000 annually to insure the \$16M in collections that the Library holds systemwide.

4. Telecommunications

The Library budgets for systemwide telecommunications costs each year. In past budget years this line item has included refunds the Library receives through the E rate program.

As a housekeeping item, the Library is moving the line item for refunds from expenditures to revenues. This will not affect the overall budget but the Library wanted to make the Board aware of this change.

Given the aforementioned budget assumptions, the Library's FY 22/23 draft budget is planned to be a status quo budget. The Library continues to balance its operating budget using available fund balance monies. As of June 30, 2021, the available fund balance was \$4.1M. The FY 22/23 draft budget plans to use approximately \$900K of this fund balance to meet operational needs.

Attachments: FY 22/23 Draft Budget Overview

Library Financial Dashboard Report for the Quarter ended June 2021

Report Prepared by: Kira Henifin, Principal Management Analyst

Reviewed and Forwarded by: Yolande Wilburn, Library Director

Budget Overview

	2021	2022	2022	2023	Growth/Loss From Adopted		2024
	<u>Actual</u>	<u>Adopted Budget</u>	<u>Year End Estimate</u>	<u>Requested Budget</u>			<u>Projected Budget</u>
Expenditures by Activity:							
Personnel Services *Est. costs including vacancy factor	9,029,262	11,950,092	11,672,983	12,301,023	\$ 350,931	2.9%	12,670,053
Services, Supplies & Other Charges	2,656,235	3,426,151	4,528,074	3,776,180	\$ 350,029	10.2%	3,964,989
Books & Materials	1,199,804	1,269,088	1,622,432	1,415,456			1,372,514
Capital Outlay	132,132	488,000	521,622	440,000			440,000
Total Budget - Expenditures	13,017,433	17,133,331	18,345,111	17,932,658			18,447,556
Total Expenditures	\$13,017,433	17,133,331	\$18,345,111	\$17,932,658	\$799,328	4.7%	\$18,447,556
Activity Resources:							
Taxes	9,176,532	9,081,659	10,194,957	10,666,565	\$ 1,584,906	17.5%	10,815,897
Member Contributions	5,784,276	6,115,273	6,115,273	6,115,273	\$ -	0.0%	6,115,273
State and Federal Grants	353,409		108,000				
Fines and Forfeits	11,189	0	70,250	122,000			70,250
Donations & Trusts	295,228	63,213	244,847	62,063			35,000
Other Financing Sources	158,258	149,243	413,485	124,733			120,000

	Total Resources	\$15,778,892	15,409,388	\$17,146,812	\$17,090,634	\$1,681,246	10.9%	\$17,156,420
Sub Total Operational Savings or (Cost)		\$2,761,459	(\$1,723,943)	(\$1,198,299)	(\$842,024)			(\$1,291,136)
Fund Balance Applied			\$1,723,943	\$1,198,299	\$842,024			\$1,291,136
Total			\$0	\$0	\$0			\$0

Double-click icon to view Library Financial Dashboard Report:



2022.04.07
Attachment for Budget

Chair Mali LaGoe
Vice Chair Carlos Palacios
Board Member Jamie Goldstein
Board Member Matt Huffaker



STAFF REPORT

DATE: April 7, 2022
TO: Library Joint Powers Authority Board
FROM: Kimberly Finley, Chief Real Property Agent for the County of Santa Cruz
RE: Boulder Creek Branch Library Lease Agreement

RECOMMENDATION

Approve the attached lease agreement between the County of Santa Cruz and the Santa Cruz Public Libraries for the Boulder Creek Library facility located at 13390 West Park Avenue, Boulder Creek.

DISCUSSION

The Department of Public Works, Real Property Section (Real Property) prepared the enclosed lease agreement between the County of Santa Cruz (County) and the Santa Cruz Public Libraries (SCPL), a Joint Powers Authority, for the Boulder Creek Library located at 13390 West Park Avenue (Lease). The Lease shall become effective upon execution and expire when that specific agreement entitled Fourth Amendment to the Joint Powers Agreement Between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley relating to Library Services naturally terminates at 11:59 PM on December 31, 2025. The base annual rent for the Sublease is one dollar (\$1.00).

The Lease designates SCPL to be responsible for all Library utility charges and routine maintenance of the building, parking lot, landscaping and minor repairs up to \$10,000 per occurrence, with an annual maximum of \$50,000. The County will retain responsibility for major repairs and capital work over the established limits. Any expenses incurred by the County will be paid for via a Capital Trust to be funded through the County Library Fund in an amount based on an existing facility assessment and major maintenance budget to be presented to and approved by the Board of Supervisors. This model of shared minor versus major maintenance was similarly used in the Felton and Capitola Library Leases approved by the Board of Supervisors and Library Joint Powers Authority Board in 2020 and 2021.

Attachments: Boulder Creek Library Lease

BOULDER CREEK LIBRARY #330

BOULDER CREEK LIBRARY – 13390 WEST PARK AVENUE
APN 082-221-53

LESSOR: COUNTY OF SANTA CRUZ, a political subdivision of the State of California

LESSEE: SANTA CRUZ PUBLIC LIBRARIES

LEASE AGREEMENT

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SIGNATURE

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LEASE AGREEMENT

This lease is entered into this ____ day of _____, 20__, by and between the **County of Santa Cruz** as "County" and **Santa Cruz Public Libraries** as "Lessee". The County and Lessee are sometimes referred to herein individually as "Party" or collectively as "Parties."

WHEREAS, the Lessor, County of Santa Cruz ("County"), in executing this Lease herein approves of the Lessee's occupancy of the Premises and the terms and conditions set forth herein.

This Lease is entered into upon the following facts, understandings and intentions of the County and Lessee.

ARTICLE 1 PREMISES

1.1 Premises. The premises consist of that certain real property commonly known as 13390 West Park Avenue, Boulder Creek, CA 95006 on assessor's parcel number 082-221-53, more particularly described in Exhibit "A" attached hereto and made a part hereof and referred to herein as "Premises". The Premises are currently improved with a 4,678 square foot building, a parking lot and landscaped areas.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall commence upon execution by all Parties hereto, and shall expire when that specific agreement entitled Fourth Amendment to the Joint Powers Agreement Between the County of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley relating to Library Services ("JPA Agreement") naturally terminates at 11:59 PM on December 31, 2025, or at the expiration of the term established by future amendment(s) of the JPA Agreement, whichever is later, referred to herein as "Term".

2.2 Extension. The Term of this Lease may only be extended by written amendment of this Lease executed by all Parties hereto.

2.3 Termination. The County may terminate this Lease at any time, for any reason, by giving one hundred and eighty (180) days prior written notice to the other Party.

ARTICLE 3 RENT

3.1 Base Annual Rent. Lessee shall pay as rent for the use and occupancy of the Premises an annual fee of \$1.00. Rent shall remain the same for the entire term of this Lease unless adjusted by mutual written agreement.

3.2 Delivery of Rent Payments. All rent due under this Lease shall be made payable to the County of Santa Cruz, and shall be considered paid when delivered to:

COUNTY OF SANTA CRUZ
Department of Public Works – Real Property
701 Ocean Street, Room 410
Santa Cruz, CA 95060

County may, at any time, by written notice to Lessee, designate a different address to which Lessee shall deliver the rent payments. County may, but is not obligated to, send rent invoices to Lessee.

3.3 Failure to Pay Base Rent or Additional Rent; Late Charge. If Lessee fails to pay rent due hereunder at the time it is due and payable, such unpaid amounts shall bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, computed on the basis of monthly compounding with actual days elapsed compared to a 365-day year. However, County may in its sole discretion waive any delinquency payment or late charge upon written application of Lessee.

3.4 Capital Trust. County shall establish a trust account ("Capital Trust") to hold funds for the benefit of major maintenance and property management as determined by a facility assessment. Funds will be deposited in the Capital Trust from the County Library Fund once the facility assessment and major maintenance budget has been approved by the Board of Supervisors. The Capital Trust shall be managed solely by County. Any interest earned on the Capital Trust shall remain or be redeposited in the Capital Trust for these purposes. This account shall remain the sole property of County and the funds held therein shall be restricted to providing for the maintenance of the Premises.

ARTICLE 4 POSSESSION AND USE

4.1 Permitted Uses. Lessee shall use the Premises solely for public library services. No one other than Lessee, its agents, volunteers and employees, or any Lessee approved by County as provided in Article 13 - "Assignment and Subletting" below, is permitted to use the Premises for the purposes described herein, and Lessee shall be fully responsible for the activities of its agents, volunteers and employees and Lessees, if any, on the Premises.

4.2 Duties and Prohibited Conduct. Where Lessee is reasonably in doubt as to the propriety of any particular use, Lessee may request the written determination of County that such use is or is not permitted, and Lessee will not be in breach or default under this Lease if Lessee abides by such determination. Notwithstanding the foregoing, however, Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance. Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term, regulating the use by Lessee of the Premises. Lessee shall not use, or permit any person or persons to use, the Premises for the sale or display of any goods and/or services, which, in the sole discretion of County, are inconsistent with the permitted uses of the Premises pursuant to this Lease. The sale of books, educational services, fundraising and other goods/services incidental to library purposes are deemed consistent with the permitted use of the Premises. Lessee shall keep the Premises, and every part thereof, in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above.

4.3 Compliance with Stormwater Laws. Lessee's use of the Premises is subject to federal, state and local laws regarding the discharge into the stormwater conveyance system of pollutants. Compliance with these laws may require Lessee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). Lessee further agrees to develop, install, implement and/or any BMPs or similar pollution control devices required by federal, state and/or local law and any implementing regulations. Any costs associated with such installations will be handled consistent with other maintenance and repair costs as outlined in Article 10.

Lessee understands and acknowledges that the storm water and non-storm water requirements applicable to Lessee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Lessee's activities or development or redevelopment by Lessee or County. To the extent there is a conflict between any federal, state, or local law, Lessee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Lessee's failure to comply with applicable storm water laws as set forth in this Article, Lessee shall reimburse County for the entire fine amount.

ARTICLE 5
SUBORDINATION CLAUSE

5.1 Subordination. The Parties acknowledge that County may enter into one or more lease/leaseback financing arrangements consisting generally of a site lease, lease agreement, assignment agreement and related agreements (collectively, the "Financing Leases") with a financing authority or another public agency in order to assist the County in connection with financing and refinancing certain capital improvements of the County.

Under any such Financing Leases, the County may lease and lease back certain real property and improvements that may include the Premises subject to one or more Library Leases.

In order to facilitate the execution and delivery of any Financing Leases, the County and Lessee desire that this Lease and Lessee's right, title and interest in the Premises be subordinate to the rights, titles, and interests of the parties to the Financing Leases.

Therefore, it is agreed that this Lease and all of Lessee's right, title, and interest in and to the Premises thereunder shall be, and the same are expressly made subject to, subordinate and inferior to any Financing Leases, and to all extensions, renewals, modifications, consolidations and replacements of the Financing Leases.

ARTICLE 6
UTILITIES

6.1 Utility Services. Lessee shall make all arrangements for and pay for all utilities and municipal services supplied to the Premises or used by Lessee, including but not limited to water, gas, electricity, garbage collection, sewage charges, and telephone, and for all connection charges. County shall have no responsibility either to provide or pay for such services.

6.2 Energy Conservation by Lessee. Lessee shall endeavor to promote energy conservation measures in the operation of all activities at the Lease Premises. Lessee shall cooperate with the County in all forms of energy conservation including energy-efficient lighting, heating and air-conditioning systems, and fixtures and equipment. Lessee shall comply with all Federal, State and County laws, by-laws, regulations, etc., relating to the conservation of energy. Lessee shall comply with all reasonable requests and demands of the County pertaining to the installation and maintenance of energy conservation systems, fixtures, and equipment installed by the County.

6.3 Energy Conservation by County. County is required to comply with all laws and regulations requiring the installation of energy-efficient systems, fixtures, and equipment at County buildings and facilities. In accordance with all laws and regulations and this Lease; Lessee shall maintain or repair, or cause to maintain or repair, the building, and related systems in accordance with current energy conservation standards.

ARTICLE 7
MECHANICS' LIENS

7.1 Mechanics Liens. Lessee shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Premises, Lessee shall cause the lien to be discharged of record within ten (10) days after it is filed. Lessee shall indemnify, defend and hold County harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Lessee or persons claiming under Lessee.

ARTICLE 8

SECURITY

8.1 Security. Lessee shall be responsible for and shall provide for the security of the Premises, and County shall have no responsibility therefor.

ARTICLE 9 TAXES, ASSESSMENTS AND FEES

9.1 Responsibility for Payment of Taxes and Assessments. County shall not be obligated to pay any taxes or assessments accruing against Lessee on the Premises or any interest of Lessee therein before, during or after the Term, or any extension thereof; all such payments shall be the sole responsibility of Lessee. In addition, Lessee shall be solely responsible for payment of any taxes or assessments levied upon any improvements, fixtures or personal property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

9.2 Definition of Taxes. As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from Lessee's failure to pay taxes, (v) any increases in taxes attributable to the sale of Lessee's Leasehold interest in the Premises, or (vi) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Premises.

9.3 Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on such interest. Lessee shall be solely responsible for the payment of any such real property taxes. Lessee shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Lessee from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

ARTICLE 10 REPAIRS; MAINTENANCE

10.1 Acceptance of Premises. Lessee acknowledges that Lessee has made a thorough inspection of the Premises prior to the commencement date of this Lease, and that it accepts the Premises as of the commencement date in their condition at that time. Lessee further acknowledges that County has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on its inspection of the Premises with respect thereto. Lessee agrees not to make changes to the built environment without obtaining the County's prior written approval.

10.2 Lessee's Repair and Maintenance Obligations. Lessee shall at all times during the Term, repair and maintain the Premises in good and tenable condition, and coordinate Minor Maintenance and repairs as delineated in this Article. Upon surrender of the Premises, Lessee shall deliver the Premises to County in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear. Lessee shall provide for trash removal, at its expense, and shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition. Any proposed remodel of the Library by Lessee, that involves reconstruction of structural building elements, relocation of interior walls, or removal of building finishes, must be approved in advance by the County.

10.3 Minor Maintenance and Repairs. Lessee is responsible for, at its sole cost and expense and without cost to the County, performing all minor maintenance and repairs for the Premises. Minor

maintenance and Repairs are defined as any and all maintenance or repairs, costing up to a maximum of \$10,000 per item, and with an annual cap of \$50,000, necessary to maintain the Premises in good and tenantable condition, and shall include but not be limited to: custodial services and maintenance and/or repairs of grounds, landscaping including, roof, fencing, heating, ventilation, air conditioning (HVAC), mechanical, security or information technology upgrades, electrical systems, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises exclusively with utilities (except to the extent the appropriate utility company has assumed these duties), all fixtures and other equipment installed in the Premises, all exterior and interior glass installed in the Premises, all signs, lock and closing devices all interior window sashes, casements and frames, doors and door frames (except for the painting of the exterior surfaces thereof), floor coverings, and all such items of repair, maintenance, alteration, improvement or reconstruction as may be required at any time or from time to time by a governmental agency having jurisdiction thereof. Lessee's obligations hereunder shall apply regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or noncapital, or the fault or not the fault of Lessee, its agents, employees, invitees, visitors or contractors. All replacements made by Lessee in accordance with this Section shall be of like size, kind and quality to the items replaced and shall be subject to County's approval, which shall be timely and not unreasonably withheld. Lessee shall utilize its own maintenance staff or outside contractors, however, Lessee shall only use appropriately licensed staff or contractors for any item requiring a building permit. Any reoccurring expenses incurred for custodial, landscaping and bio detention, or other recurring maintenance operational activities are not eligible to be applied towards the \$10,000 or \$50,000 limits listed above.

10.4 Major Maintenance and Repairs. County is responsible for, at its sole cost and expense and without cost to Lessee, performing all major maintenance and repairs. Major maintenance and repairs are further defined as any and all maintenance or repairs, costing more than \$10,000 per item, necessary to maintain the Premises in good and tenantable condition. Examples include but are not limited to: painting of building exterior; repair and resurfacing of parking areas; structural repairs involving foundation, exterior walls and bearing walls; and major repair or replacement of failed roof, gutters, downspouts, HVAC system, unexposed plumbing and electrical, fire sprinkler system, fencing, and fire alarm system. The Major Maintenance shall be accomplished in a timely manner in conformance with all applicable laws, according to specifications established by the County.

For all Major Maintenance that cannot be completed by the County and upon approval from County, Lessee shall contract for services, in concurrence with County purchasing policies and procedures, which services shall be reimbursed from the Capital Trust. All proposed work shall be approved by the County, such approval shall be timely and not unreasonably withheld.

10.5 Emergency Repairs of Critical Systems. If a problem develops with a critical building system that, if left unrepaired for any length of time, could reasonably impact the health or safety of the occupants or the continued occupancy of the Premises, Lessee will immediately contact the County to report the problem. If the problem falls under Minor Maintenance or Repairs, Lessee shall proceed under the guidelines of Article 10.3. If the problem falls under Major Maintenance, Lessee and County shall proceed under the guidelines of Article 10.4.

If Lessee is unable to quickly resolve the problem using Lessee's maintenance staff or outside contractors, Lessee shall contact County who shall arrange for repairs to be completed by the County or assist Lessee with identifying an outside contractor that can complete the work.

10.6 Lessee's Failure to Maintain. If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to County, County may, upon giving Lessee reasonable written notice of its election to do so, make such repairs or perform such maintenance on behalf of and for the account of Lessee. If County makes or causes any such repairs to be made or performed, as provided for herein, Lessee shall pay the cost thereof to County, as additional rent, promptly upon receipt of an invoice therefore. If Major Maintenance is required as a direct result of the failure or

negligence of Lessee to perform the required Minor Maintenance, then Lessee shall be solely responsible for the repair and cost associated with the resulting Major Maintenance.

10.7 Right to Enter. Lessee shall permit County, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work therein that (a) may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) County may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from County, and (c) County may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any County-constructed or owned facilities on or off of the Premises. Nothing herein shall imply any duty on the part of County to do any such work which, under any provision of this Lease, Lessee may be required to do, nor shall County's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. If County exercises any of its rights under this Section, Lessee shall not be entitled to any compensation, damages or abatement of rent from County for any injury or inconvenience occasioned thereby.

10.8 County Not Obligated to Repair or Maintain; Lessee's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are inconsistent with any provisions of California Civil Code section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Lessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the County under this Lease.

ARTICLE 11 INDEMNITY AND INSURANCE

11.1 Lessee's Indemnity. County shall not be liable for, and Lessee shall defend and indemnify County, including its employees and agents, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Lease and arising either directly or indirectly from any act, error, omission or negligence of Lessee or its contractors, licensees, agents, volunteers, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County. Lessee shall have no obligation, however, to defend or indemnify County from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County.

11.2 County's Indemnity. County shall defend and indemnify Lessee and hold it harmless from and against any Claims arising out of this Lease that arise solely from any act, omission or negligence of County, or County's employees, agents, elected officials, or volunteers.

11.3 Lessee's Insurance Obligations. Without limiting Lessee's indemnification obligations to County under this Lease, Lessee shall provide and maintain, during the Term and for such other period as may be required herein, at its sole expense, insurance in the amounts and form specified in Exhibit "B" attached hereto.

ARTICLE 12 HAZARDOUS MATERIALS

12.1 Hazardous Materials Laws-Definition. As used in this section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., 1801 et seq.), the

Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C., 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

12.2 Hazardous Materials - Definition. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance, or other matter that:

- a. Is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- b. Is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- c. Gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws; or
- d. Is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Hazardous Materials Law.

12.3 Lessee's Representations and Warranties. Lessee represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, Lessee shall comply with the following provisions unless otherwise specifically approved in writing by County:

- a. Lessee shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by Lessee, its agents, employees, assignees, contractors or invitees, except as required by Lessee's permitted use of the Premises, as described in Section 5.1, "Permitted Uses."
- b. Any handling, transportation, storage, treatment or usage by Lessee of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws.
- c. Any leaks, spills, release, discharge, or emission of Hazardous Materials caused by Lessee, or disposal of Hazardous Materials owned by Lessee, which may occur on the Premises during the Term shall be promptly and thoroughly cleaned and removed from the Premises by Lessee at its sole expense, and any such discharge shall be promptly reported in writing to County, and to any other appropriate governmental regulatory authorities.
- d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Lessee in the Premises.
- e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Lessee on the Premises without County's prior written consent.
- f. Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Premises in accordance with all applicable Hazardous Materials' Laws and to the satisfaction of County.
- g. Activities proposed by Lessee that involve disturbing asbestos materials on site shall only be conducted in accordance with all federal, state and local asbestos rules and

regulations including, but not limited to, the California Occupational Safety and Health Administration (Cal/OSHA), Environmental Protection Agency (EPA) and Air Pollution Control District (APCD), with prior written consent of the County, as follows:

Prior to conducting asbestos related activities, Lessee shall notify County of the proposed work at least one month in advance. The notification shall include the location of work, type of asbestos containing material (ACM) to be removed and a work plan indicating the work practices and methods of control to be used during the abatement activity to control asbestos fiber release. The County Occupational Health Program shall review the work plan and may modify the plans as necessary.

Any asbestos related activities shall be performed by a contractor that is registered with Cal/OSHA and certified by the California Contractors State Licensing Board to perform asbestos work. Any asbestos related activities shall be overseen by a California Certified Asbestos Consultant (CAC), or a Certified Site Surveillance Technician under the direction of a CAC.

Replacement products used in tenant improvements or other construction activities shall not contain asbestos. Any replacement products used by Lessee shall be verified as non-asbestos products by using Material Safety Data Sheets (MSDS) and/or having the architect or project engineer verify that ACMs were not used.

h. Lessee shall promptly supply County with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws.

i. Lessee shall promptly notify County of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law. If such a lien is filed against the Premises, then within twenty (20) days following such filing or before any governmental authority commences proceedings to sell the Premises pursuant to the lien, whichever occurs first, Lessee shall either: (a) pay the claim and remove the lien from the Premises; or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to County in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to County in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Lease, Lessee shall surrender the Premises to County free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Premises.

12.4 Indemnification by Lessee. Lessee (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend (with counsel selected by County), reimburse and hold County and its officers, employees, agents and volunteers harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown, contingent or otherwise), liabilities (including sums paid in settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by County) which arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials, including the soil, ground water or soil vapor on or under the Premises. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by Lessee during the course of Lessee's alteration or improvement of the Premises.

12.5 Remedies Cumulative; Survival. The provisions of this Article shall be in addition to any and all common law obligations and liabilities Lessee may have to County, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

12.6 Inspection. County and County's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by County, may (but without the obligation or duty so to do), at any time and from time to time, on not less than five (5) business days' notice to Lessee (except in the event of an emergency in which case no notice shall be required), inspect the Premises to determine whether Lessee is complying with Lessee's obligations set forth in this Article, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as County and Lessee may agree. If Lessee is not in compliance, County shall have the right, in addition to County's other remedies available at law and in equity, to enter upon the Premises immediately and take such action as County in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by Lessee's failure to comply. County will use reasonable efforts to minimize interference with Lessee's use of Premises but shall not be liable for any interference caused by County's entry and remediation efforts. Upon completion of any sampling or testing County will (at Lessee's expense if County's actions are a result of Lessee's default under this section) restore the affected area of the Premises from any damage caused by County's sampling and testing.

ARTICLE 13 ASSIGNMENT AND SUBLETTING

Lessee shall not voluntarily or involuntarily assign, Lease, mortgage, encumber, or otherwise transfer (collectively, a "Transfer") all or any portion of the Premises or its interest in this Lease without County's prior written consent. County may reasonably withhold its consent to any Transfer. Any attempted Transfer without County's consent shall be void and shall constitute a material breach of this Lease. As used herein, the term "Transfer" shall include an arrangement (including without limitation management agreements, concessions, and licenses) that allows the use and occupancy of all or part of the Premises by anyone other than Lessee.

ARTICLE 14 COUNTY'S RIGHT OF ACCESS

County, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or Lessees, (c) determine whether Lessee is complying with its obligations in this Lease (including its obligations with respect to compliance with Hazardous Materials Laws), (d) supply cleaning service and any other service that this Lease requires County to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs that this Lease requires County to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises; provided, however, that all work will be done as promptly as reasonably possible and so as to cause as little interference to Lessee as reasonably possible.

Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. If necessary, Lessee shall provide County with keys to unlock all of the doors in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). County will have the right to use any means that County may deem proper to open doors in the

Premises and to the Premises in an emergency. No entry to the Premises by County by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Lessee from the Premises, or any part of the Premises, nor shall the entry entitle Lessee to damages or an abatement of rent or other charges that this Lease requires Lessee to pay.

ARTICLE 15
QUIET ENJOYMENT

If Lessee is not in breach under the covenants made in this Lease, County covenants that Lessee shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of County. County will defend Lessee in the peaceful and quiet enjoyment of the Premises against claims of all persons claiming through or under the County.

ARTICLE 16
NOTICES

16.1 Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing, mailed or delivered to the other party at the following addresses:

To County:
Department of Public Works
Real Property
701 Ocean Street, Room 410
Santa Cruz, California 95060

(831) 454-2334

To Lessee:
Director of Libraries
Santa Cruz Public Libraries
117 Union Street
Santa Cruz, CA 95060
(831) 427-7700

Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

16.2 Default Notices. Notwithstanding anything to the contrary contained within this Article, any notices County is required or authorized to deliver to Lessee in order to advise Lessee of alleged violations of Lessee's covenants under this Lease must be in writing but shall be deemed to have been duly given or served upon Lessee by County attempting to deliver at the Premises during normal business hours a copy of such notice to Lessee or its managing employee and by County mailing a copy of such notice to Lessee in the manner specified in the preceding Section.

ARTICLE 17
WAIVER OF RELOCATION ASSISTANCE BENEFITS

17.1 Relocation Assistance Benefits. Lessee is hereby informed and acknowledges the following:

a. By entering into this Lease and becoming a tenant of County, Lessee may become entitled to receipt of "relocation assistance benefits" ("Relocation Benefits") pursuant to the Federal Uniform Relocation Assistance Act (42 U.S.C. Section 4601 *et seq.*) and/or the California Relocation Assistance Law (Cal. Gov. Code Section 7270 *et seq.*) (collectively, the "Relocation Statutes"), should County at some time make use of the Premises in such a way as to "displace" Lessee from the Premises. Pursuant to the Relocation Statutes, County may then become obligated to make such payments to Lessee even where such displacement of Lessee does not otherwise constitute a breach or default by County of its obligations pursuant to this Lease.

b. Under the Relocation Statutes in effect as of the Date of Commencement of this Lease, Relocation Benefits may include payment to such a "displaced person" of (i) the actual and reasonable expense of moving himself or herself and a family, business, or farm operation, including personal property, (ii) the actual direct loss of reestablishing a business or farm operation, but not to exceed Ten Thousand Dollars (\$10,000), or (iii) payment in lieu of moving expenses of not less than One Thousand Dollars (\$1,000) or more than Twenty Thousand Dollars (\$20,000).

17.2 Lessee's Waiver and Release of Relocation Benefits. In consideration of County's agreement to enter into this Lease, Lessee hereby waives any and all rights it may now have, or may hereafter obtain, to Relocation Benefits arising out of the County's assertion or exercise of its contractual rights to terminate this Lease pursuant to its terms, whether or not such rights are contested by Lessee or any other entity, and releases County from any liability for payment of such Relocation Benefits; provided, however, that Lessee does not waive its rights to Relocation Benefits to the extent that Lessee's entitlement thereto may arise out of any condemnation or pre-condemnation actions taken by the County or any other public agency with respect to the Premises. Lessee shall in the future execute any further documentation of the release and waiver provided hereby as County may reasonably require.

ARTICLE 18
GENERAL PROVISIONS

18.1 Authority. Lessee represents and warrants that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of Lessee are the duly designated agents of Lessee and are authorized to do so.

18.2 Brokers. Lessee warrants that it has not been represented by any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In the event any broker makes claim for monies owed, Lessee shall indemnify, defend and hold County harmless therefrom.

18.3 Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

18.4 County Approval. Except where stated herein to the contrary, the phrases "County's approval," and "County's written approval" or such similar phrases shall mean approval of *County's Lease Administrator or said Administrator's representative as authorized by said administrator in writing.*

18.5 Cumulative Remedies. In the event of a default under this Lease, each Party's remedies shall be limited to those remedies set forth in this Lease. Any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting Party may be entitled.

18.6 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

18.7 Estoppel Certificate. Lessee shall at any time during the term of this Lease, within five (5) business days of written notice from County, execute and deliver to County a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification. Lessee's statement shall include other details requested by County, such as the date on which rent and other charges are paid, the current ownership and name of Lessee, Lessee's knowledge concerning any outstanding defaults with respect to County's obligations under this Lease and the nature of any such defaults. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Lessee's failure to deliver such statements within such time shall be conclusively deemed to mean that this Lease is in full force and effect, except to the extent any modification has been represented by County, that there are no uncured defaults in the County's performance, and that not more than one month's rent has been paid in advance.

18.8 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

18.9 Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by Lessee, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the County's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessee's negligent operation or maintenance of the Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

18.10 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

18.11 Interpretation. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against either party.

18.12 Joint and Several Liability. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee hereunder.

18.13 Lease Administration. This Lease shall be administered on behalf of County by the Department of Public Works – Real Property, County of Santa Cruz, or by such person's duly-authorized designee (referred to collectively herein as "County's Lease Administrator"), and on behalf of Lessee by: Director of Libraries, Santa Cruz Public Libraries, 117 Union Street, Santa Cruz, CA 95060, 831-427-7700 ext. 7611, or by such other person as may be designated in writing by Lessee (referred to collectively herein as "Lessee's Lease Administrator").

18.14 Lessee's Lease Administration. Lessee confirms that Lessee's Lease Administrator has been given full operational responsibility for compliance with the terms of this Lease. Lessee shall provide

County with a written schedule of its normal hours of business operation on the Premises, and Lessee's Lease Administrator or a representative designated thereby shall be (i) available to County on a twenty-four (24) hour a day, seven (7) days a week, basis, and (ii) present on the Premises during Lessee's normal business hours, to resolve problems or answer question pertaining to this Lease and Lessee's operations on the Premises.

18.15 Liquidated Damages. Any payments by Lessee to County under this Lease described as liquidated damages represent the parties' reasonable estimate of County's actual damages under the described circumstances, such actual damages being uncertain and difficult to ascertain in light of the impossibility of foreseeing the state of the leasing market at the time of the various deadlines set forth herein. County may, at its election, take any of the liquidated damages assessed in any portion of this Lease as direct monetary payments from Lessee and/or as an increase of rent due from Lessee under this Lease.

18.16 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

18.17 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

18.18 Payments. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to, and not a substitute for, other payments to be made by Lessee.

18.19 Successors & Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

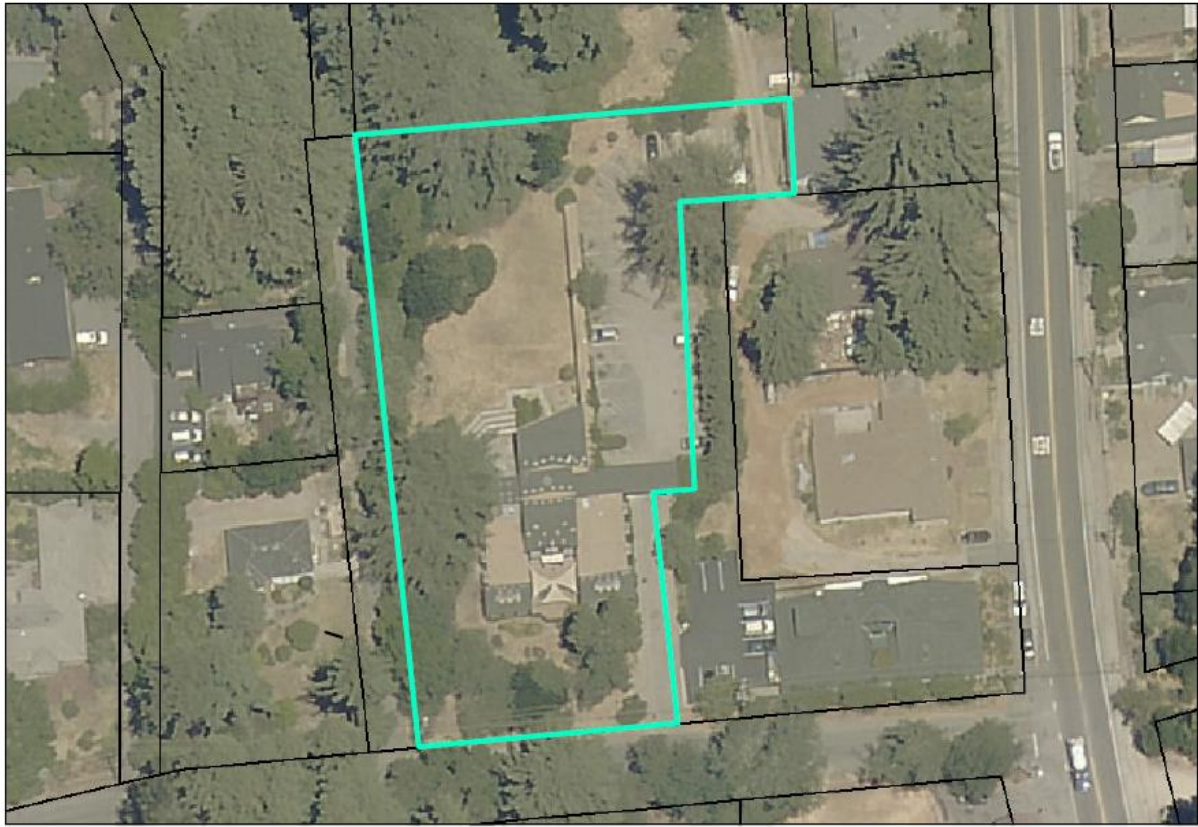
18.20 Time of Essence. Time is of the essence of each and every provision of this Lease.

18.21 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by County of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. County's subsequent acceptance of partial rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of County to a forfeiture of the Lease by reason of such breach, regardless of County's knowledge of such preceding breach at the time of County's acceptance. The failure on the part of County to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping County from enforcing in full the provisions hereof. No custom or practice which may arise between the parties hereto in the course of administering this Lease shall be construed to waive, estop or in any way lessen County's right to insist upon Lessee's full performance of, or compliance with, any term, covenant or condition of this Lease or to inhibit or prevent County's exercise of its rights with respect to any default, dereliction or breach of this Lease by Lessee.

SIGNATURE PAGE TO FOLLOW

SANTA CRUZ PUBLIC LIBRARIES	COUNTY OF SANTA CRUZ
_____ Director of Libraries Date	Matt Machado, Director Department of Public Works _____ Date
APPROVED AS TO FORM: _____ Library General Counsel Date	APPROVED AS TO FORM: _____ Office of County Counsel Date
	APPROVED AS TO INSURANCE: _____ Risk Management Date
	RECOMMENDED FOR APPROVAL: _____ Real Property Date

EXHIBIT "A"
PREMISES



BOULDER CREEK LIBRARY-13390 WEST PARK AVENUE
APN 082-221-53

EXHIBIT "B"
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Without limiting Lessee's indemnification obligations to County under this Lease, Lessee shall provide and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the Leased Premises. The cost of such insurance shall be borne by the Lessee.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office Form CG0001.
- B. Automobile Liability covering all owned, non-owned and hired auto, Insurance Services Office form CA0001.
- C. Workers Compensation, as required by State of California and Employer's Liability Insurance.
- D. Property Insurance against all risk or special form perils, including Replacement Cost coverage, without deduction for depreciation, for Lessee's merchandise, fixtures owned by Lessee, any items identified in this Lease as improvements to the Premises constructed and owned by Lessee, and the personal property of Lessee, its agents and employees, including coverage for earthquake and flood.

2. Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability and Independent Contractors: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000 and shall be a Per Location Aggregate. Fire Damage Limit (Any One Fire) \$300,000 and Medical Expense Limit (Any One Person) \$5,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.
- C. Employers Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of County of Santa Cruz.
- D. Property: Full replacement cost with no coinsurance penalty provision.

3. Deductibles and Self-Insured Retentions

Any liability deductible or self-insured retention must be declared to and approved by the County's Risk Manager. The property insurance deductible shall not exceed \$5,000 per occurrence and shall be borne by Lessee.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Lessee shall contain an additional insured endorsement applying coverage to the County of Santa Cruz, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Lease, the Lessee's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, the members of the Board of Supervisors of the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Lease entitled "Notices".

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Proof of Insurance

Lessee shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Contract, deliver to County certified copies of the actual insurance policies specified herein, together with appropriate separate endorsements thereto, evidencing that Lessee has obtained such coverage for the period of the Contract. Thereafter, copies of renewal policies, and appropriate separate endorsements thereof, shall be delivered to County within thirty (30) days prior to the expiration of the term of any policy required herein.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Lessee's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Lease, and County may, at its option, terminate the Lease for any such default by Lessee.

8. No Limitations of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Lessee, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to the Lease, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Lessee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Lessee may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Lease under a plan of self-insurance. Lessee shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Lessee's (i) net worth, and (ii) reserves for payment of claims of liability against Lessee, are sufficient to adequately compensate for the lack of other insurance coverage required by this Lease. Lessee's utilization of self-insurance shall not in any way limit liabilities assumed by Lessee under this Lease.

11. Lessees' Insurance

Lessee shall require any sub-Lessee, of all or any portion of the Premises to provide the insurance coverage described herein prior to occupancy of the Premises.

12. Waiver of Subrogation

Lessee and County waive all rights to recover against each other or against any other tenant or occupant of the building, or against the officers, directors, shareholders, partners, employees, agents or invitees of each other or of any other occupant or tenant of the building, from any Claims (as defined in the Article entitled "Indemnity") against either of them and from any damages to the fixtures, personal property, Lessee's improvements, and alterations of either County or Lessee in or on the Premises and the Property, to the extent that the proceeds received from any insurance carried by either County or Lessee, other than proceeds from any program of self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Lessee shall be a standard waiver of rights of subrogation against County by the insurance company issuing said policy or policies.

